

DBA McKenzie Enterprises

1721 Old Hardin Rd Billings, MT 59101 406-661-1226 mocanmt@gmail.com

Storage rental agreement

Occupant information:

Account Information:

Name: Crystal Turner Company Name: City of Three Address: 206 Main Street #187 City/St/Zip: Three Forks, Phone: 4062853431 Cell phone: n/a Email: cturner@threeforksmontana.us AP email: cturner@threeforksmontana.us PO Number: City Hall Remodel

Unit Number(s): TBD
Unit Size(s): 8x20
Gate code: NA
Move in/ Due date: 12/20/24
Monthly Rent: 150
Delivery fee(s): 200 ROUNDTRIP

The storage unit is to remain at location in which it is delivered to. The address of this location is: 206 S. Main Street, Three Forks, MT

Unit is not to be removed from this location, it will be considered theft and tenant will be liable for cost of replacement and any or all legal fees.

Tenant Signature/ Date: ·0DFFB7C7F0DD405. DocuSigned by:

12/5/2024

Owner's signature/ Date:

12/2/2024

- 1. Either party may terminate this agreement after giving the other written notice thereof fifteen (15) days prior to the date the lease is terminated. The tenant agrees to remove ALL property in the space on or before said termination date. Tenant is responsible for rent even after termination date if container cannot be picked up due to weather or acts of nature, i.e. fire, snow, impassable roads, etc.
- Tenant is responsible for any and all damage done to container while in the tenant's possession. Repairs or replacement cost will be at Landlords discretion.
- It is hereby agreed that the lease creates no bailment. The landlord is not engaged in the business of storing goods for hire, not in the warehouse business but is simply a Landlord renting a storage unit in which the tenant can store items of personal property owned by the tenant. All personal property in the storage unit shall be stored and kept at the risk of the tenant. The Landlord shall not be liable for any damage, to either persons or property, sustained by the tenants or others, caused by the acts of others or any defects now in the unit. The tenant agrees to defend and hold the Landlord harmless from any and all claims for damage suffered or alleged to be suffered in or about the unit by any persons.

- 4. It expressly agreed, by the tenant that the rent and other changes herein shall be a first lien on the personal property in the storage unit and tenant grants a security interest to Landlord in said storage unit contents to secure said rent and other charges. The failure of the tenant to pay rent or other charges within thirty (30) days after they are due and after notice of such failure has been mailed by Landlord to tenant shall be deemed abandoned by the tenant of the storage unit and of all the property stored within unit. Upon abandonment or upon the failure of the tenant in and other circumstances to pay rent or other charges when due, or upon the failure of tenant to vacate the storage unit promptly upon the expiration of the lease, the landlord shall have and is granted by the tenant all available legal remedies in addition to the right as follows:
 - a. Landlord may enter the storage space by whatever means necessary to inspect the space and its contents and remove anything found therein deemed by the Landlord to be hazardous or unlawful.
 - b. Landlord may lock storage unit or remove storage unit from current location and hold the contents as security for past due rent. If payment is not received by due date, a \$5.00 per day fee may be assessed.
 - c. Before disposing of the contents by giving contents to charitable organizations, Landlord will mail to tenants a written notice that Landlord has taken possession of such contents and will dispose of contents to charitable organizations following the expiration date of ten (10) consecutive days following the date of mailed notice. When said ten (10) days have elapsed, Landlord may dispose of contents of the unit.
 - d. If any contents of the storage unit to be disposed of consist of papers, pictures, documents or any personal property that may or may not be considered to have any significant value, Landlord may dispose of it in any reasonable manner.
 - e. It is agreed that tenant shall pay all cost and expenses, including attorney fees that shall be incurred by tenant in enforcing the terms of this lease. It is agreed by tenant that the remedies set out in this shall not be exclusive remedy of Landlord, but rather Landlord expressly retains all other remedies at law or equity.
- 5. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Thirty-Five Dollars (\$35) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rental for the second security of the consequences.